

COLLECTIVE AGREEMENT

Between:

JAMES BAY GENERAL HOSPITAL  
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(hereinafter referred to as "the Union")

EXPIRY DATE: MARCH 31, 2011

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital, the prompt disposition of grievances and the final settlement of disputes, and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION AND SCOPE OF BARGAINING UNIT**

- 2.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all registered and graduate nurses employed at James Bay General Hospital save and except the supervisors and persons above the rank of supervisor.

## **ARTICLE 3 - DEFINITION**

### 3.01 Registered Nurse

A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act.

- 3.02 (a) A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.
- (b) A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

## 3.03

Full-time Nurse

- (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.01.
- (b) A temporary full-time nurse is a nurse who is hired to fill a nursing position on a temporary basis in cases where full-time nurses are not available for hire at the time and/or for leave of absences more than thirty (30) days. This position is staffed on a term basis. The term will be greater than three (3) months and will not exceed one (1) year. The employee will be classified as temporary full-time and be entitled to all rights, terms and conditions as the full-time nurse. If the employee remains in the employ of the Hospital over the stated term, the employee becomes a full-time nurse/employee.

## 3.04

Regular Part-time Nurse

A Regular part-time nurse is a nurse who:

- (a) regularly works less than the regular full-time hours referred to in Article 15.01; and,
- (b) offers to make a commitment to be available to be scheduled for work on a predetermined basis. The predetermined basis upon which the commitment to be available is:
  - i) for 37.5 hours in a bi-weekly period;
  - ii) every second weekend;
  - iii) for six designated holidays during a calendar year;
  - iv) for eleven months of the year; and,
- (c) has had the offer to make the commitment accepted by the Hospital as a consequence of a job posting. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on the above basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

## 3.05

Casual Nurse

A casual nurse shall mean a nurse who regularly works less than the normal full-time hours referred to in Article 15.01, and who is employed on an as and when needed basis.

## 3.06

Spouse

Spouse shall mean a person of either sex in a relationship, as set out in the Family Law Act, with a member of the bargaining unit.

## 3.07

Location

Location shall mean any one of the Hospital's sites; namely, Attawapiskat, Fort Albany or Moosonee.

## **ARTICLE 4 - RELATIONSHIP**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- 4.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising the nurse's rights under the Collective Agreement.
- 4.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, disabled, religious affiliation or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*.
- 4.04 Harassment
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability". ref: *Ontario Human Rights Code. Sec.5(2)*
  - (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". ref: *Ontario Human Rights Code. Sec.7(2)* The right to freedom from harassment in the workplace applies also to sexual orientation.
  - (c) "Every person has a right to be free from,
    - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

- ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: *Ontario Human Rights Code. Sec.7(3)*
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during her/his orientation period.
- (f) Where a nurse requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) A nurse who believes that the nurse has been harassed contrary to this provision may file a grievance under Article 9 of this agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code. Sec.10(1)*

#### 4.05 Whistle Blower Protection

Provided a nurse has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

4.06 In dealing with complaints, Hospitals shall ensure that the process is fair for all.

4.07 In dealing with physician conduct, the Hospital may incorporate recommendations from the draft (or final) report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour Initiative.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;

- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement;
- (d) establish, alter and enforce reasonable rules and regulations to be observed by the nurses.

5.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

#### **ARTICLE 7 - UNION SECURITY**

##### 7.01 Union Dues Deduction

The Hospital will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided that the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Hospital, then, as soon as the error is called to its attention by the Union, the Hospital shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Hospital shall make the deduction in the manner prescribed by the Union.

7.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

##### 7.03 Amount of Dues

The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President - Finance of the Union shall notify the Hospital of any

changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Hospital's conclusive authority to make the deduction specified.

7.04 Indemnification

In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

7.05 Dues Remittance

The amounts so deducted shall be remitted monthly to the Vice-President - Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers, amount of dues deducted and where feasible, the Hospital shall also provide the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence greater than one month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Hospital may also provide the information in an electronic format or on a computer disk.

7.06 Interview of New Nurse

The Hospital agrees that an officer of the Union or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Hospital.

7.07 Income Tax Slips

The Hospital will provide each nurse with a T-4 Supplementary slip showing the union dues deducted in the previous year for income tax purposes.

7.08 Payment for Bargaining Unit President

It may become necessary for the Hospital to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Union to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not

be counted for purposes of determining eligibility for premium payment on other hours worked).

## **ARTICLE 8 - REPRESENTATION AND COMMITTEES**

### 8.01 Meetings

The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer Union meetings shall be scheduled where practical, during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending meeting with the Employer.

The Employer will pay the Bargaining Unit President/Local Coordinator or designate at her/his regular straight time hourly rate for all time spent attending meetings at the request with the Employer outside her/his regularly scheduled hours.

### 8.02 Nurse Representatives & Grievance Committee

(a) The Hospital agrees to recognize four nurse representatives, including a part-time representative to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

(b) The Hospital will recognize a Grievance Committee, one of whom shall be chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement. The Hospital shall not be required to pay for the presence of more than three people, including the grievor, at a time.

(c) It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a nursing unit within the hospital in which the nurse is not ordinarily employed, the nurse shall, immediately upon entering such nursing unit, report the nurse's presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during the regular hours by such representatives hereunder.

### 8.03 Hospital-Union Committee

(a) There shall be a Hospital-Union Committee comprised of representatives of the Hospital, one of whom shall be the Assistant Executive Director, Patient Care or designate, and of the Union, one of whom shall be the

Bargaining Unit President or designate. The number of representatives shall be three from each party. There shall be no more than one nurse from each location. The membership of the Committee may be expanded by mutual agreement.

- (b) The Committee shall meet every two months via teleconference, unless otherwise agreed and as required under Article 10.01(a)(i). The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least 5 calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of nursing workload measurement and patient care acuity systems. The Hospital will provide, upon request, information on workload measurement systems applicable to nursing currently used by the Hospital and evaluations completed by the Hospital of such systems;
  - ii) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions; making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;
  - iii) dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;
  - iv) discussing and reviewing matters relating to orientation and in-service programs;
  - v) promote the creation of full-time nurses and discuss the effect of such change on the employment status of the nurses.
  - vi) Reviewing professional responsibility complaints with a view to sharing organizational successes and solutions.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (e) Where a Committee representative designated by the Union attend Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under this article at each HAC meeting.

#### 8.04 Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of three representatives for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

#### Central Negotiating Team

In central bargaining between the Ontario Nurses' Association and the Participating Hospitals, a nurse serving on the Union's Central Negotiating Team shall be paid for time lost from the nurse's regularly scheduled straight time working hours at the nurse's regular rate of pay, and without loss of leave credits, for attending central negotiating meetings with the Hospitals' Central Negotiating Committee up to, but not including, arbitration.

Central Negotiating Team members shall receive unpaid time off for the purpose of preparation for negotiations. The Union will advise the Hospitals concerned, as far in advance as possible, of the dates for which leave is being requested.

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid time off for the purpose of attending arbitration hearings. Time spent on such meetings will not be considered leave under Article 13.02, Leave for Union Business.

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be ten (10) and in no case will more than one (1) full-time nurse and one (1) part-time nurse from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee as far in advance as possible, of the names of the nurses to be paid under this provision. The Hospitals' Central Negotiating Committee will make such request known to the affected hospitals.

For any unpaid leave of absence under this provision, the nurse's salary and applicable full-time benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary.

Part-time nurses will be credited with seniority and service for all such leave.

#### 8.05 Occupational Health and Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety

and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- i) The employer shall take every precaution reasonable in the circumstances for the protection of a worker [*Occupational Health and Safety Act*, s. 25 (2)(h)].
- ii) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.
- iii) Hospitals will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
- iv) When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 8 (12)].
- v) The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s.8(13)].
- vi) The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
- vii) The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)].
- viii) The employee shall not use or operate equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].
- ix) A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for

damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93-Health Care].

- (b) The parties will determine appropriate solutions to promote health and safety in the workplaces, including, but not limited to:
- Violence in the workplace (including Verbal Abuse)
  - Musculoskeletal Injury Prevention
  - Needle stick and other sharps injury prevention
  - Nurses who regularly work alone or who are isolated in the workplace
  - Wellness initiatives
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety committee, Infection Control, Risk Management and Emergency Planning.
- (d) Joint Health and Safety Committee
- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees from each Hospital site.
- Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.
- ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The committee shall respect the confidentiality of the information.
- iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Joint Health and Safety committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the committee to the organization.
- v) Any representative appointed or selected in accordance with (d) (i) hereof, shall serve for a term of at least two (2) calendar years from

the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to,

- A. one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- B. such time as is necessary to attend meetings of the committee;
- C. such time as is necessary to carry out [inspections and investigations under subsection 9(26), 9(27) and 9(31) of the *Act*.] ref: *Occupational Health and Safety Act*. Sec 9(34).
- D. where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing interests of a Union representative to be involved in an investigation involving Union members; and

“A member of a committee shall be deemed to be at work during the times described [above] and the member’s employer shall pay the member for those times at the member’s regular or premium rate as may be proper”. ref. *Occupational Health and Safety Act*. Sec 9(35).

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee’s physician, the pregnancy may be at risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.

- x) “A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member’s employer shall pay the member for the time spent at the member’s regular or premium rate as may be proper”. ref. *Occupational Health and Safety Act*. Sec. 9(36). [This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified. ref: Sec 9(37).
- (xi) (1) This section does not apply to a [nurse]:
- (a) when a circumstance described below is inherent in the worker’s work or is a normal condition of the worker’s employment; or
  - (b) when the worker’s refusal to work would directly endanger the life, health or safety of another person. ref: *Occupational Health and Safety Act*, Sec. 43(1).
- (2) “A worker may refuse to work or do particular work where the nurse has reason to believe that,
- (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - (b) the physical condition of the workplace or the part thereof in which the nurse works or is to work is likely to endanger himself, herself; or
  - (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which the he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker. Ref: *Occupational Health and Safety Act*, Sec. 43(3).
  - (d) A refusal to work or do particular work as outlined in Article 6.05 (d) (xi) (2) shall not be considered a contravention of Article 4.01.

NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.

(e) Occupational Health and Safety

In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the hospital, provide information of such employment

to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

8.06 Union Meetings on Hospital Premises

The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

8.07 Notification of Nurse Representatives & Officers

The Union shall keep the Hospital notified in writing of the names of the nurse representatives and/or Committee members, Officers of the Local Union appointed or selected under this Article, as well as the effective date of their respective appointments.

8.08 Employment Equity Committee

The Hospital agrees to accept as a member of its Employment Equity Committee, one representative selected or appointed by the Union from the members of the bargaining unit. The Committee shall function in accordance with the *Employment Equity Act*.

8.09 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members of officers of the Local Union.

8.10 Access to Premises for ONA Staff Representatives

The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.

8.11 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

8.12 Committees under Public Hospitals Act

Nurses who are members of committees pursuant to Regulation 965 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

Where a nurse(s) attends a committee meeting outside of regularly scheduled hours, the nurse will be paid for all hours spent in attendance at meetings at the nurse's regular straight time hourly rate.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above in attendance at such committee meetings.

- 8.13 The Hospital will discuss government initiatives with the Union that impact on the bargaining unit.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### 9.01 Grievance Defined

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

### 9.02 Right to Representation

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his Union. In the case of suspension or discharge, the Hospital shall notify the nurse of this right in advance. The Hospital also agrees as a good labour relations practice, in most circumstances, it will also notify the Bargaining Unit President.

A nurse shall also be entitled to be accompanied by the nurse's representative in an investigatory meeting which could result in disciplinary action being taken against the nurse.

The Hospital agrees that where a nurse is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting.

### 9.03 Complaint and Grievance Steps

It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

#### Step No. 1

The Nurse may submit a written grievance through the Union, signed by the nurse, to the Assistant Executive Director of Patient Care or designate. The grievance shall be on a form referred to in Article 9.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Assistant Executive Director of Patient Care or designate will deliver her or

his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Executive Director or designate. A meeting will then be held between the Executive Director or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

9.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Bargaining Unit President or designate.

9.05 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to the Assistant Executive Director, Patient Care or designate within fourteen calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step. No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 Discharge

The release of a probationary nurse for reasons based on fair and proper assessment of performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement;
- (c) an allegation of action contrary to the above.

The Hospital agrees to provide a probationary nurse with written reasons for his or her release within seven (7) days of such release, with a copy to the Local Union.

A claim by a probationary nurse that the nurse has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Hospital at Step 2 within seven days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Hospital agrees to provide written reasons within seven calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed the probationary period, without just cause.

A claim by a nurse who has completed the nurse's probationary period that the nurse has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 2 within seven calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

#### 9.07 Reference to Arbitration

- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, whenever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievances and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

#### 9.08 Agreements on Grievances

It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure

between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the nurses.

9.09 Grievance Form

Union grievances shall be on the form set out in Appendix 1.

9.10 Constitution of Arbitration Board

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

- i) Selection decisions on job vacancies
- ii) Premiums
- iii) Scheduling issues
- iv) Article 21 – Compensation Issues
- v) Entitlement to leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term layoffs
- viii) Dues issues
- ix) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 9.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

9.11 Arbitrator Appointment

For all other grievances, including those grievances dealing with nursing practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 9.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall

name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

9.12 Matters Not Arbitrable

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.13 Arbitration Board Jurisdiction

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.14 Arbitration Proceedings

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the nurse or nurses concerned.

9.15 Arbitration Board Expenses

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

9.16 Time Limits

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.

9.17 Single Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

**ARTICLE 10 - PROFESSIONAL RESPONSIBILITY**

10.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall;

- (a) i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- ii) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- iii) Failing resolution of the workload issue at the time of occurrence, the nurse(s) will discuss the issue with her or his Manager or designate on the Manager's or designate's next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days, whichever is sooner.
- iv) Complain in writing to the Union-Hospital Committee within twenty (20) calendar days of the alleged improper assignment. The Chair of the Union-Hospital Committee shall convene a meeting of the Union-Hospital Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the parties.
- v) Prior to the complaint being forwarded to the Independent Assessment committee, the Union may forward a written report outlining the complaint and recommendations to the Chief Nursing Executive.
- vi) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Hospital Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one

chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair.

- vii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- viii) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Employment Relations Officer and the Nursing Practice Officer, may attend meetings held between the Hospital and the Union under this provision.
- ix) Any complaint lodged under this provision shall be on the form set out in Appendix 6.
- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 2.

The parties agree that should a Chairperson be required, the Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that the Chair would not be suitable due to connections with the Hospital or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities, as set out herein.
- (c) The Labour Relations Officer of the Union may participate at all stages of this procedure.
- (d) Added Nursing Skills and Certification

The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time and any Hospital policy related thereto provided that if the Union is of the opinion that such delegation would be inimical to proper patient care, the Union may refer

the issue to the Union Hospital Committee. The Hospital will identify to the Union any certifications or added nursing skills that it requires for positions within the bargaining unit.

## **ARTICLE 11 - PROFESSIONAL DEVELOPMENT**

11.01 Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education activities, certification programs, independent learning, and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

### 11.02 Committee

- (a) The Hospital-Union Committee shall be the committee to address the planning of professional development initiatives for nurses.
- (b) The parties agree that the following key principles will provide direction for the Committee's functioning with reference to professional development:
  - i) Professional development will be recognized
  - ii) All nurses will have equal access to professional development opportunities
  - iii) Responsibility for professional development will be shared between the individual and the Employer.
- (c) The purposes of the Committee is to assist the Hospital in promoting a practice environment that supports continuous learning and enhances opportunities for career development, through:
  - i) Reviewing annually the organization's strategic directions and priorities which impact nursing competencies and, through the Chief Nursing Officer, provide recommendations with respect to professional development initiatives in the development of the Hospital Operating Plan;
  - ii) Reviewing the demographics of the nursing complement;
  - iii) Developing guidelines for the development, implementation and evaluation of professional development initiatives;
  - iv) Developing means to promote equal access to professional development opportunities including, but not limited to programs

(such as conferences, seminars and workshops) funding, scheduling, leaves and mentoring roles);

- v) Reviewing and making recommendations regarding the professional development initiatives, including but not limited to mentorship and internship where such arrangements exist;
- vi) Reviewing and making recommendations regarding the existing nursing continuing education programs; and
- vii) Developing and implementing an ongoing communication plan to advise nurses about the work of this committee.

### 11.03 Orientation and In-Service Program

The Hospital recognizes the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the nurses involved. The Hospital will provide a newly-hired nurse with a written outline of the hospital orientation programme. The following minima shall be observed in the orientation a newly-hired nurse who has not worked at the Hospital within the two years immediately prior to the nurse's hire. Such newly-hired nurse will be provided a general Hospital orientation of a least one (1) day in Moosonee, before the individual location orientation set out below.

#### (a) Fort Albany/Attawapiskat

- i) The nurse is to be familiarized, over one day, with the physical aspects of the building at the location, the specifically applicable policies and procedures of the location, and the daily routine of nurses at the location;

#### ii) Ward Orientation

A ward orientation of three days on the day shift and three days on other shifts; and,

#### iii) Clinic Orientation

A clinic orientation of two (2) weeks.

#### (b) Moosonee Clinic

The nurse is to be familiarized over a period of two (2) weeks with the physical aspects of the building, the applicable policies and procedures of the Hospital and the daily routine of nurses in the Hospital.

- (c) During these periods, the nurse shall be an additional nurse to the usual staffing pattern.
- (d) The nurses involved in the orientation will confirm in writing that it has been completed. Such confirmation shall be placed in the newly-hired

nurse's personnel file, and the nurse shall also be able to add individual comments.

- (e) Physical Assessment training will take place within the first six (6) months of the nurse's arrival. If the Staff Educator is not available, a nurse from the site will be reassigned from her/his regular duties and conduct the training. The nurse providing this training will be paid according to the Staff Educator pay schedule.

#### 11.04 Orientation for New Hires

Before assigning a newly hired nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in this Collective Agreement.

#### 11.05 Orientation after Layoff, Transfer, Probation

Nurses who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, nurses whose probationary period has been extended under Article 12.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the nurse to assume satisfactorily the duties of such position. A request by such a nurse for orientation shall not be unreasonably denied.

#### 11.06 Individual Professional Development Responsibility

Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized, and the Hospital will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

#### 11.07 Pay for In-Service

When a nurse is on duty and authorized to attend any in-service program within the Hospital and during the nurse's regularly scheduled working hours, the nurse shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of the nurse's regularly scheduled working hours the nurse shall be paid for all time spent in attendance on such courses at the nurse's regular straight time hourly rate of pay.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such courses.

#### 11.08 Student Supervision

- (a) Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of

*Ontario Accountability Standards for RNs and RPNs Working with Students.* Nurses will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. The Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

The Hospital will pay the nurse for this assigned additional responsibility a premium of sixty (60¢) cents per hour, in addition to her or his regular salary and applicable premium allowance.

- (b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

## 11.09

### Mentorship

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Hospital will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

The Hospital will pay the nurse for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to her or his regular salary and applicable premium allowance.

NOTE: See Appendix 5, Letter of Understanding re Mentorship Guidelines.

## 11.10

INTERNSHIPS

The Hospital may establish internships for the purpose of meeting future projected nursing shortages. In such circumstances, the implementation and guidelines of such an arrangement will be determined by the Hospital and the Union subject to the following:

Internships are designed to develop the Hospital's staff in order to fill positions for which there are currently no qualified candidates and/or for which shortages are predicted within a five (5) year period. Internships enable hospitals to maximize the use of qualified internal staff to meet their human resources needs, while at the same time providing career development opportunities for their employees.

Principles:

- (a) The Hospital will establish the expectations for each internship opportunity.
- (b) There will be an open application process for internship opportunities.
- (c) The opportunities will be open to currently employed nurses who can demonstrate continuous learning, and a commitment to the hospital.
- (d) Nurses who are selected for internship opportunities will commit to continued employment on a mutually determined basis.
- (e) Initiatives to support selected candidates may include but are not limited to:
  - i) No loss of regular wages while attending a requisite course
  - ii) Paid course fees
  - iii) Paid time for clinical practicums in the hospital or another clinical site
  - iv) Any other initiatives, as agreed
- (f) Part-time nurses will be credited with seniority and service for all such hours paid while participating in these initiatives as provided above.

## 11.11

Technological Change

- (a) The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
- (b) The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- (c) Nurses, who are subject to layoff due to technological change, will be given notice of such layoff at the earliest reasonable time and in keeping

with the requirements of the applicable legislation and the provisions of Article 12.07 will apply.

- (d) Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses involved.

#### 11.12 Evaluations and Other Documents

A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add the nurse's views to such evaluation prior to it being placed in the nurse's file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the nurse.

Each nurse shall have reasonable access to all the nurse's files for the purpose of reviewing their contents in the presence of the nurse's supervisor. A copy of the evaluation will be provided to the nurse at the nurse's request. A request by a nurse for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 11.12, upon review of the file, should the nurse believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

No document shall be used against a nurse where it has not been brought to the nurse's attention in a timely manner.

#### 11.13 Clearing of Disciplinary Record

Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse 18 months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period of reference above.

#### 11.14 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 11.11.

11.15 A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of leave may include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

## **ARTICLE 12 - SENIORITY**

12.01 (a) Probationary Period

- i) Newly hired nurses shall be considered to be on probation for a period of one hundred and thirty (130) tours worked from date of last hire (975 hours of work for nurses whose regular hours of work are other than the normal work day). If retained after the probationary period, a full-time nurse shall be credited with seniority from date of last hire and a part-time nurse with seniority for the 975 hours worked.

Nurses who have previously worked for the James Bay General Hospital and have successfully completed their initial probationary period and are subsequently rehired shall be considered to be on probation for a period of sixty (60) tours worked from the date of last hire (450 hours of work for those nurses whose regular hours of work are other than the normal work day). If retained after the probationary period, a full-time nurse shall be credited with seniority from date of last hire and a part-time nurse with seniority for the four hundred and fifty (450) hours worked.

- ii) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.

(b) Progress Report

Probationary nurses will receive a progress report after thirty tours (225 hours) and will be provided with any reasonably necessary advice, if required.

(c) Extension of Probationary Period

With the written consent of the Hospital, the probationary nurse and the Bargaining Unit President or designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period

will not exceed an additional sixty tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

(d) Probationary Period after Transfer of Category

A nurse who changes status shall not be required to serve a probationary period where the nurse has previously completed one since the nurse's date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

12.02

(a) Seniority Lists

A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list.

Seniority on such lists will be expressed in terms of a date.

(b) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

(c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 12.06 only. Seniority on such lists will be expressed in terms of total hours worked.

(d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Union, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. A copy of the seniority list shall also be posted at the same time. The Hospital will include the nurses' work site on the seniority list. The seniority list will be filed and posted at each location on February 1<sup>st</sup> and September 1<sup>st</sup> of each year.

12.03

Seniority Transfer

(a) A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice-versa.

(b) Full-time to Part-time

A nurse whose status is changed from full-time to part-time shall receive credit for the nurse's full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service.

(c) Part-time to Full-time

A nurse whose status is changed from part-time to full-time shall receive credit for the nurse's full seniority and service on the basis of one year of seniority or service for each 1500 hours worked.

(d) Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, part-time seniority, once converted to a date, shall not precede the part-time nurse's hire date.

## 12.04

Effect of Absence

(a) If a full-time nurse's absence without pay from the Hospital, including absences under Article 13, Leaves of Absence, exceeds thirty continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty continuous calendar days unless otherwise provided, and the nurse will become responsible for full payment of any subsidized employee benefits in which the nurse is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty continuous calendar days to ensure the nurse's continuing coverage.

(b) Exception, Absence due to Disability or Work Injury

Notwithstanding this provision, seniority shall accrue if a full-time nurse's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Unemployment Insurance.

(c) Exception, Absence due to Pregnancy, Parental Leave

Notwithstanding paragraph (a), seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for full-time nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.07 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 13.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such nurse is on parental leave under Article 13.08.

(d) Part-time Accrual of Service on Pregnancy or Parental Leave

Where a part-time nurse is absent due to leave under Article 13.07 or 13.08, such nurse shall be credited with service and seniority in accordance with Article 12.04(c) for each week of absence during such leave on the basis of the average weekly hours worked by such nurse in the twenty week period as used by UIC immediately preceding the commencement of such leave.

(e) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the *Employment Standards Act*.

(f) Seniority for part-time nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

12.05 Deemed Termination

A nurse shall lose all service and seniority and shall be deemed to have been terminated if the nurse:

- (a) leaves of the nurse's own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
- (e) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work (subject to the provisions of 12.05(e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify the nurse's intention to return within twenty calendar days after the nurse has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty calendar days after the nurse has received the notice of recall or such further period of time as may be agreed upon by the parties.

- (h) has not worked a shift in thirteen (13) consecutive months, unless on an approved leave of absence for that period.

12.06

- (a) Where a permanent vacancy occurs in a full-time or regular part-time classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven consecutive calendar days. Nurses may make written application for such vacancy within the seven day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven consecutive calendar days.

- (b) A nurse may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating the nurse's name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until 31 December following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

A list of vacancies filled in the preceding month under Article 12.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union. The Union will also be advised of any posted positions that have been rescinded by the Hospital in the preceding month. Unsuccessful applicants will be notified, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate. The ONA Bargaining Unit President will receive a copy of this notification.

At the request of the nurse, the Hospital will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Job Posting

Nurses shall be selected for positions under either Article 10.06 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that the nurse cannot satisfactorily perform the job to which the nurse was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to the nurse's former job, and the filling of the subsequent vacancies will likewise be reversed. If the nurse requests, the Hospital will give due consideration to returning the nurse to the nurse's former position, provided that the former position has not been filled or

eliminated. Such request shall not be reasonably denied. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Where the parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy, shall be provided to the Union.
- (e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (f) Where a vacant position under this provision is not filled by the job posting process, a nurse subject to layoff or recall, who is not qualified for the position, will be provided with necessary training of up to 12 weeks to enable the nurse to become qualified for the vacant position. In determining the position for which training will be provided the Hospital shall consider the nurse's stated preference for position.
- (g) A nurse selected as a result of a posted vacancy, a Request for Transfer, or as a result of qualifying training, need not be considered for a further permanent vacancy for a period of up to six months from the date of the nurse's selection. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 12.06 that are at their site.

- (h) Notwithstanding any other provision of this agreement, no nurse shall be transferred to another location without the nurse's written consent. However, where nurses are reassigned to meet patient care needs at the Hospital they will be reassigned to units or areas where they are qualified to perform the available work.

12.07 Layoff

- (a) Prior to implementing a short-term layoff on a unit, nurses will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.
- (b) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Hospital and the local Union, provided that the nurse is qualified to perform the available work.

- (c) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to the nurse's former position providing such vacancy occurs within six months of the date of layoff. Where the nurse returns to the nurse's former position, there shall be no obligation to consider the vacancy under Article 12.06. Where the nurse refuses the opportunity to return to the nurse's former position, the nurse shall advise the Hospital in writing.
- (d) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (e) All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
- (f) For the purposes of this article, "qualified" is deemed to include location.

12.08 Layoff - Long-term or Permanent

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital will:

- (a) i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than four (4) months written notice of layoff, or pay in lieu thereof, and

iii) where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) The Hospital shall meet with the local Union to review the following:

- i) the reasons causing the layoff;
- ii) the service which the Hospital will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed layoff at the Hospital which is not of a permanent or long-term nature, or a bed cut-back or a cut-back in service which will result in displacement of staff, the Hospital will provide the local Union with reasonable notice. If requested, the Hospital will meet with the local Union to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Hospital and the Local Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the *Employment Standards Act*.

(c) For the purposes of this Article, "qualified" is deemed to include location.

#### 12.09

Full-time and regular part-time nurses shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the local Union, subject to the following provisions, provided that a nurse recalled is qualified to perform the available work:

- (a) Full-time and regular part-time nurses on layoff may notify the Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept and shall remain valid for six weeks. However, if a nurse declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the nurse again during the balance of such six week period.
- (b) For the purposes of this article, an "occasional vacancy" shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts, then to full-time nurses on layoff who have expressed interest, and if no such nurse accepts, then to casual part-time nurses.
- (c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours).

Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then to casual part-time nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.

- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain the nurse's position on the recall list.

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 12.05 (c). No new notice of layoff will be required and the nurse will be deemed to be laid off at the conclusion of the temporary or occasional vacancy.

A full-time nurse on layoff who accepts a temporary full-time vacancy within thirty (30) days of the effective day of layoff will continue to receive benefit coverage for the duration of the temporary vacancy.

A full-time nurse who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time nurse and shall be paid accordingly, and shall continue to receive benefit coverage so long as she or he continues to fill a temporary vacancy and such full-time employee shall accrue seniority in the manner prescribed for full-time employees throughout the period of employment.

Otherwise, a full-time employee who accepts a temporary or occasional vacancy shall be paid her or his regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time nurses.

A full-time employee who accepts a temporary part-time vacancy or occasional vacancies as provided herein will accrue seniority throughout the period of such employment in the manner prescribed for part-time nurses.

A part-time employee who accepts a temporary or occasional vacancy will accrue seniority throughout the period of such employment in the manner prescribed for part-time nurses.

- (e) For the purposes of this article, "qualified" is deemed to include location.

12.10 Transfer out of Bargaining Unit

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three months but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 12.11 and/or 21.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) A nurse who accepts a transfer under 12.10 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

12.11 Bargaining Unit Work

- (a) Supervisory Nurses

Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

(b) Contracting Out

The Hospital shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

- (c) The Hospital will make ongoing best efforts to hire permanent RN staff to reduce any use of agency nurses. The Hospital will provide the Union, on request, with satisfactory reporting respecting the use of agency nurses and the percentage that use represent of total bargaining unit hours worked (RN). The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process.

12.12 To minimize the adverse impact of integration on employees, the parties agree that a standardized approach to Human Resources Adjustment Planning should be used, including the development of provincial standards or principles.

For the purposes of this Article, the parties agree that 'integrate', 'integration' and 'health service provider' have the same meaning as defined by the *Local Health System Integration Act*. Throughout this agreement, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a health service integration or rationalization with another service provider, the Employer and the Union agree to be guided by the following principles:

- (a) the Hospital shall notify affected nurses and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit relating to the rationalization or integration of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization or integration forthwith after a decision to rationalize or integrate is taken;
- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Hospital shall notify affected nurses and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected nurses and the Union shall include the estimated number and types of positions

anticipated to be available, and their location, as the result of the rationalization or integration.

- (e) if services in the Hospital are to be reduced, transferred or eliminated as the result of rationalization or integration, or if the employment of nurses is otherwise to be affected, the Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) if a rationalization or integration is anticipated to result in a loss of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at the hospital:
  - i) in the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 12.06 has been complied with, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire;
  - ii) when the integration or rationalization takes place, and when nurses formerly employed by the other service provider or providers involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization or integration, no nurse who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the service provider at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained;
  - iii) nurses who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Nurses who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
  - iv) hours of work shall be those of the Hospital;

- v) a nurse who has been transferred to the Hospital and who has not completed her or his probationary period at the service provider where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by a nurse who has been transferred to the Hospital.
  
- (g) If an integration or rationalization is anticipated to result in the creation of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:
  - i) notice of positions at the other service provider shall be posted at the hospital for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in other ONA bargaining units at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein.
  
  - ii) nurses shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to her or his former job, and the filling of the subsequent vacancies will likewise be reversed.
  
- (h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights under the *Labour Relations Act, 1995*, the *Local Health System Integration Act* or the *Public Sector Labour Relations Transition Act, 1997*, including Weeneebayko Area Health Integration Initiatives, as may be amended from time to time.

12.13 Before issuing notice of long term layoff pursuant to Article 12.08 (a) and following notice pursuant to Article 12.08 (a), the hospital will make offers of early retirement allowance in accordance with the following conditions:

- (a) The Hospital will first make offers, in order of seniority at each site where layoffs would otherwise occur.
  
- (b) The Hospital will make offers to nurses eligible for early retirement under the hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).

- (c) If no nurses on the unit affected accept the offer, the Hospital will then extend the offer to other nurses in the bargaining unit in order of seniority.
- (d) The number of early retirements the hospital approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### 13.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Assistant Executive Director, Patient care or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 13.02 Medical Leave

A nurse shall be entitled to utilize short-term disability leave to attend a personal medical, dental appointment or treatment at an out-of-town facility in accordance with Policy #9-80.

### 13.03 Leave for Union Business

- (a) The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Coordinator. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any time and from one area and the number of days (including those of the Local Coordinator) is set out in (b) below. During such leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the local Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Union. The Hospital will bill the local Union within a reasonable period of time. Part-time nurses will receive seniority credit for all leaves granted under this Article.
- (b) Leaves of absence for Union business will be granted, up to an accumulated total for all staff of forty-five (45) days during the calendar year.

(c) Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

13.04 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as the nurse may require to fulfil the duties of the position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 12.04, there shall be no loss of seniority or service for a full-time nurse during such leave of absence. There shall be no loss of seniority or service for a part-time nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

13.05 Leave, President, ONA

Upon application in writing by the Union on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 12.04, there shall be no loss of service or seniority for a full-time nurse during such leave of absence. There shall be no loss of service or seniority for a part-time nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of the nurse's intention to return to work at least two weeks prior to the date of such return.

13.06 Bereavement Leave

- (a) A nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild or grandparent of spouse. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a

nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

Part-time nurses will be credited with seniority and service for all such leave.

- (b) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

In addition, the nurse shall be granted a total of two (2) days special leave with pay for the purpose of travel related to the same bereavement.

### 13.07

#### Jury & Witness Duty

- (a) If a full-time or regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at the Hospital, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:
- i) notifies the Hospital immediately on the nurse's notification that the nurse will be required to attend court;
  - ii) present proof of service requiring the nurse's attendance;
  - iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time or regular part-time nurse is selected for jury duty for a period in excess of one (1) week, she/he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her/his former schedule that is considered appropriate by the Hospital. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) Where the Hospital requires a nurse to attend any meetings in preparation for a case or legal proceedings which either arises from a nurse's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings

at the Hospital during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

- (c) Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

## 13.08

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm the nurse's intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four weeks in advance thereof. The nurse shall be reinstated to the nurse's former position unless the position has been discontinued in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing the nurse's probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of thirty tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of the nurse's position cannot reasonably be performed by a pregnant woman or the performance or non-performance of the nurse's work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 and 20 of the *Employment Insurance Act*, shall be paid a supplemental employment

benefit. That benefit will be equivalent to the difference between 93% of the nurse's regular weekly earnings and the sum of the nurse's weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen weeks. The nurse's regular weekly earnings shall be determined by multiplying the nurse's regular hourly rate on the nurse's last day worked prior to the commencement of the leave times the nurse's normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (26 weeks).

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

### 13.09

#### Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.
- (b) A nurse who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave of up to eighteen weeks duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to the nurse's former position, unless the nurse's former position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance

or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credit with seniority from date of hire subject to successfully completing the nurse's probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01(a) to a maximum of thirty tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 and 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between 84% of the nurse's regular weekly earnings and the sum of the nurse's weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying the nurse's regular hourly rate on the nurse's last day worked prior to the commencement of the leave times the nurse's normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (26 weeks).

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

### 13.10 Family Medical Leave

Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.

A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the

subsidized employee benefits, including housing and pension, in which the nurse is participating during the leave.

Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### 13.11 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the employee and the Hospital. In this regard, the parties will endeavour to provide flexible work schedules to accommodate the nurse's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Assistant Executive Director of Patient Care, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Hospital upon written application by the nurse to the Chief Nursing Officer, Supervisor or designate.
- (d) Regular part-time nurses will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

### 13.12 Leave for College of Nurses

Professional leave with pay will be granted to full-time and regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Regular part-time nurses who are elected to the College of Nurses will be credited with seniority and service for all such hours paid as provided above.

13.13 Military Leave

A nurse will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The nurse will give as much notice as reasonably possible.

13.14 Prepaid Leave Plan

There shall be a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to full-time and regular part-time nurses wishing to spread four years' salary over a five year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one year leave of absence following the four years of salary deferral.
- (b) The nurse must make written application to the Assistant Executive Director, Patient Care at least six months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be three, with no more than one from each location. The year for purposes of the program shall be 1 September of one year to 31 August the following year, or such other twelve month period as may be agreed upon by the nurse, the local Union and the Hospital.
- (d) Written applications will be reviewed by the Assistant Executive Director, Patient Care or designate. Leave requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to the nurse until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health

and welfare benefits in which the nurse is participating. Contributions to the Hospital of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three months' notice is given the Assistant Executive Director, Patient Care. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to the nurse's former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 13.11 of the Collective Agreement
  - ii) The period of salary deferral and the leave period for which the leave is requested
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

### 13.15 Employment Leave

After six continuous months of employment, nurses may be granted ten working days of leave without pay each calendar year.

- (a) The Hospital will use its discretion, whether a nurse can leave at the nurse's requested date or at a time more suitable to the needs of the

Hospital. This leave will be determined by staff requirements as other nurses may be on holiday or on sick leave.

- (b) This leave must be taken between 1 September and 30 April wherever possible and is not to be included with annual vacation.
- (c) All nurses requesting an employment leave must complete the request for leave of absence form a minimum of thirty days prior to their desired leave.
- (d) This leave is intended to give nurses a break from their employment and therefore must be taken in its entirety.

#### 13.16 Family Leave Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, the employee's or spouse's dependant children, parents (including step-parents), any relative permanently residing in the employee's household or with whom the employee permanently resides, or any other person for whom the employee has care-giving responsibilities.
- (b) Subject to the exigencies of patient care and safety, a nurse may request the use of lieu time to provide for the immediate and temporary care of a sick family member, or to attend a medical or dental appointment of the employee's family. Such lieu time request will not be unreasonably denied.

### **ARTICLE 14 - SICK LEAVE AND LONG-TERM DISABILITY**

#### 14.01 (a) Short-term Sick Leave

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure. Effective January 1, 2006, new hires will be covered under the 1992 Hospitals of Ontario Disability Income Plan.

#### (b) Long-term Disability Plan

The Hospital will pay 75% of the billed premium towards coverage of full-time eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction.

#### (c) Sick Credit Bank

- i) Sick credit banks accumulated for full-time nurses employed prior to 1 April, 1991, shall be continued and shall contain the unused sick leave days to the credit of the nurse;
- ii) Sick credits shall be drawn out to supplement payment for sick leave days which would otherwise be at less than full wages, or to

supplement payments from the Workplace Safety and Insurance Board for loss of wages, up to 100% of the nurse's net earnings;

- iii) Nurses with sick credit banks shall be given an annual statement of the number of credits still remaining.

(d) Sick Credit Bank

The provisions for payout of sick leave credits are as follows:

Upon termination of employment, 50% of sick leave credits accumulated will be paid at the nurse's regular rate of pay to a maximum of 60 days subject to the following conditions:

- i) The nurse will have given sufficient notice of termination;
- ii) The nurse will not have been terminated for just cause.

The parties may agree to voluntarily cash out existing sick leave banks.

The amount of the payout shall be a cash settlement at the nurse's current salary rate for of any unused sick credits to the maximum provided under the sick leave plan in which the nurse participated in as of the date of this Agreement.

14.02 WSIB - Partial Tour

When a nurse has completed any portion of the nurse's regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits, the nurse shall be paid for the balance of the tour at the nurse's regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if the nurse otherwise qualifies.

14.03 Return to Work after Illness or WSIB

Nurses returning to work from an illness or injury compensable under Workplace Safety and Insurance Board will be assigned light work as necessary, if available.

If the employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

14.04 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.

The Union agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.

14.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

- 14.06 For full-time nurses whose regular hours of work are other than the standard work day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply with the necessary changes.
- 14.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 14.08 A full-time nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from Workplace Safety and Insurance Board if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen weeks.
- 14.09 Advising Union of Absences due to LTD or Injury
- With the consent of the nurse involved, the Hospital will notify the Local Union President of the names of all nurses who go off work due to a work related injury or Long-term Disability. The Hospital, with the nurse's consent, will inform the Union within three days of any nurse who has been assaulted while performing her/his work.
- 14.10 (a) When it has been medically determined that an employee is unable to return to the full duties of the nurse's position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (b) The Hospital agrees to provide the nurse and the Local Union President with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- 14.11 Duty to Accommodate
- The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with provisions of the Ontario Human Rights Code.
- 14.12 A nurse who transfers from full-time to part-time may elect to retain the nurse's accumulated sick leave credits to be utilized in subsequent full-time employment as provided under the sick leave plan in which the nurse participates.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## **ARTICLE 15 - HOURS OF WORK**

15.01 The following provision designating regular hours of a daily tour and regular daily tours over the nursing schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 15.02 below:

- (a) The normal daily tour shall be 7½ consecutive hours in any 24 hour period exclusive of an unpaid ½ hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to 15 minutes duration. Should the report time extend beyond 15 minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 16.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of 15 minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a nurse shall average 5 days per week over the nursing schedule determined by the Hospital. Nursing schedules shall be determined by negotiation. Nurses in the bargaining unit engaged in teaching in Schools for RPNs shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by negotiations.
- (d) Where a nurse notifies the nurse's supervisor that the nurse has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid 1½ times the nurse's regular straight time hourly rate for all time worked in excess of the nurse's normal daily hours.
- (e) The Hospital shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the Collective Agreement.

15.02 (a) Work schedules for full-time and regular part-time nurses shall be posted four weeks in advance and shall cover a six week period. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse.

- i) Where less than forty-eight hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time

hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working her/his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts shall equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she/he will be paid two (2) times her/his straight time hourly rate for all hours worked on that tour.

- ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked. Such changes shall not be considered a layoff.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working her/his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts shall equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she/he will be paid two times (2x) her/his straight time hourly rate for all hours worked on that tour.

- iii) Where a nurse is called in to work a regular shift less than two hours prior to the commencement of the shift, and arrives within one hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.
- iv) Casual part-time nurses whose work schedule has been pre-scheduled and whose schedule is changed with less than 24 hours notice then paragraph (ii) shall apply to casual part-time nurses.

- (b) There shall be no split tours.
- (c) Nurses shall continue to be allowed to exchange days off or tour(s) of duty. Such exchange is subject to the approval of the supervisor and such approval will not be unreasonably denied.
- (d) Head nurses will continue to be scheduled Monday to Friday day shift.
- (e) Nurses scheduled on nights or scheduled alone on any weekend shift will be paid eight hours, or twelve hours, as appropriate, for the nurse's tour.

### 15.03 Full-time Scheduling Regulations

The scheduling regulations in this Article are applicable to full-time nurses only, on all shift variations.

- (a) Nurses shall be entitled to receive every third weekend off free of regularly scheduled hours and on call duty. If the nurse is required to work or be on-call more than every third weekend, the nurse shall receive premium pay in accordance with Article 16.03 for every third and subsequent weekend worked until the nurse is scheduled off.
- (b) The Hospital shall schedule each nurse off duty for five consecutive calendar days and will endeavour to schedule each nurse off duty for six consecutive calendar days at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve Day and New Year's Day. Regular scheduling may be waived from 15 December to 15 January and schedules for Christmas and New Year's shall be posted by 1 November.
- (c) The Hospital will endeavour, for nurses who are working in the clinic and are required to transfer to the nursing unit, to make this change after their weekend off considering patient needs as well as availability and mix of staff.

### 15.04 Part-time Scheduling Regulation

The scheduling regulations in this Article are applicable to part-time nurses only, on all shift variations.

- (a) Nurses shall be entitled to receive every third weekend off. If a nurse is required to work more than every third weekend, the nurse shall receive premium pay in accordance with Article 16.03 for every third and subsequent weekend worked until the nurse is scheduled off.
- (b) The Hospital will endeavour to schedule each nurse off duty for four consecutive calendar days at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve Day and New Year's Day. Regular scheduling may be waived from 15 December to 15 January and schedules for Christmas and New Year's shall be posted by 1 November.
- (c) Before calling casual nurses, the Hospital shall equitably distribute shift work among regular part-time nurses up to the maximum number of committed shifts for that nurse considering patient needs as well as availability and mix of staff.
- (d) For those shifts in excess of (c) above, extra tours will be offered equitably to regular part-time nurses considering patient needs as well as availability and mix of staff prior to offering those extra shifts to casual nurses.

- (e) It is understood and agreed that the Hospital's obligation in (c) and (d) above do not extend to shifts beyond the normal part-time hours pursuant to the definition of a regular part-time nurse.

15.05 7.5 Hour Shift Scheduling

The scheduling regulations in this Article are applicable to full-time and part-time nurses, scheduled for 7.5 hour shifts.

I. All Locations

- (a) There shall be a minimum of 16 hours between changes of tour. A shorter period of time may be agreed upon by mutual consent. Failure to schedule 16 hours off without mutual consent will result in premium payment in accordance with Article 16.03.
- (b) A weekend is defined as being 56 hours off during the period following the completion of the Friday evening shift until the commencement of the Monday day shift.

II. Scheduling Regulations

- (a) A nurse shall not be required to work more than seven consecutive tours. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven until one day off is given.
- (b) For full-time nurses, the Hospital shall schedule at least 48 hours off following the completion of a night tour, unless mutually agreed otherwise. For part-time nurses, the Hospital shall schedule at least 24 hours off following the completion of a night tour unless mutually agreed otherwise.
- (c) Full-time nurses shall not be required to work more than two different shift changes in any seven day period.
- (d) The first shift of the day shall be the night shift.
- (e) Single days off will not be scheduled for full-time nurses unless necessitated by considerations of patient needs and availability and mix of staff.
- (f) Nurses currently working permanent afternoon or night shift as of the date of this award may request to continue to work those shifts and such request shall not be unreasonably denied.

15.06 Scheduling Regulations - Extended Tours

The scheduling regulations in this Article are applicable to full-time and part-time nurses, working extended tours.

(a) Introduction

Extended tours shall be introduced into any unit when;

- i) 60% of the nurses in the unit so indicate by secret ballot; and
- ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) 60% of the nurses in the unit so indicate by secret ballot; or
- ii) the Hospital, because of
  - (A) adverse effects on patient care,
  - (B) inability to provide a workable staffing schedule,
  - (C) financial constraints, or
  - (D) other reasons which are neither unreasonable nor arbitrary,

states its intention in writing to the Union to discontinue the extended tours.

When written notice of discontinuation is given by either party then:

- i) the parties shall meet within two weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given 60 days' notice before the schedules are so amended.

(c) Notwithstanding the above, in Fort Albany, extended tours may be introduced by the Hospital at break-up or freeze-up if notice of intention to do so is given approximately one month before the occurrence.

- (d) i) The normal daily extended tour shall be 11.25 consecutive hours in any 24 hour period, exclusive of a total of 45 minutes of unpaid meal time.
- ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of 45 minutes.
- iii) Where the Union and the Hospital agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly and recorded.

- (e) Seven extended tours will be scheduled in a two week period. The 3.75 hours in excess of 75 hours that this provision produces is to be accounted for later in the schedule on a straight-time basis.
- (f) A nurse shall not be required to work more than three consecutive tours. Premium pay shall be paid for each subsequent tour worked in excess of three until one day is given off.
- (g) At least 12 hours will be scheduled off between changes of tours.
- (h) Not more than 50% of shifts over the six week schedule will be scheduled on nights unless otherwise mutually agreed.
- (i) A weekend shall be 60 consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (j) Nurses working extended tours as of the date of this award shall not be required to change tours of duty more than once during the work week.

#### 15.07 Waiver of Scheduling Regulations

Any of the above scheduling regulations may be waived by mutual consent of the parties.

#### 15.08 Innovative Unit Scheduling

Schedules other than those included in Articles 15.01 and 15.02 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Hospital and Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union.
- (b) These schedules may pertain to full-time and/or part-time nurses.
- (c) The introduction of such schedules and trial periods, if any, shall be in accordance with Article 15.05 (a) and (b). Such schedules may be discontinued by either party with ninety (90) days notice.
- (d) Upon written agreement of the Hospital and Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

#### 15.09 Individual Special Circumstance Arrangements

Notwithstanding Article 2.04, the Employer and the Union may agree in certain circumstances, the schedule of an individual full-time nurse may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The nurse will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by a nurse and/or the Hospital under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental Benefits.

*(Note: If the above proposal is satisfactory to HOOPP and Revenue Canada)*

- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

#### **ARTICLE 16 - PREMIUM PAYMENT**

- 16.01 (a) (Article 16.01(a) applies to full-time nurses only)

If a nurse is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), he or she shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- (b) (Article 16.01(b) applies to part-time nurses only.)

If a part-time nurse is authorized to work in excess of the hours referred to in Article 15.01 (a), the nurse shall receive overtime premium of one and one-half (1½) times the nurse's regular straight time hourly rate. A

part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) the nurse's regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1½) the nurse's regular straight time hourly rate for all hours worked in excess of an average of 37½ hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to the nurse's former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of the nurse's normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- (c) If overtime is required, the Hospital shall offer it to available nurses so that it is as fairly distributed as possible amongst those who normally do the work.

- 16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a 24 hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 16.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at 1½ times the nurse's regular straight time hourly rate or as otherwise provided.
- 16.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of 1½ times the nurse's regular straight time hourly rate as a result of 16.03 above and the nurse is required to work additional hours following the nurse's full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) the nurse shall receive 2 times the nurse's regular straight time hourly rate for such additional hours worked. Where a nurse is called back from standby and works in excess of the hours of a normal shift on her or his unit, such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

16.05 A nurse who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive minimum of 4 hours' pay at the nurse's regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Hospital which the nurse is capable of doing, if the nurse's regular duties are not available.

16.06 Call-in Pay

Where a full-time or regular part-time nurse has completed the nurse's regularly scheduled tour and left the Hospital, and is called in to work outside the nurse's regularly scheduled working hours, or where a nurse is called back from standby, the nurse shall receive 1½ times the nurse's regular straight time hourly rate for all hours worked with a minimum guarantee of four hours pay at 1½ times the nurse's regular straight time hourly rate except to the extent that such four hour period overlaps or extends into the nurse's regularly scheduled shift. In such a case, the nurse will receive 1½ times the nurse's regular straight time hourly rate for actual hours worked up to the commencement of the nurse's regular shift.

A nurse who is called back to work for less than four hours and who is subsequently called back within the original four hour call back period will not receive a second four-hour guarantee unless the second call extends beyond the initial four hour period, in which case the above provisions of paragraph one shall apply.

16.07 Standby Pay

- (a) A nurse who is required to remain available for duty on standby outside the nurse's regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in Article 17, the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 16.06 above and works during the period of standby.
- (b) Nurses who are on standby and provide on call advice by telephone will be paid for that telephone advice at her/his straight time hourly rate of pay with a minimum guarantee of fifteen (15) minutes. The on-call nurse who is subsequently called by telephone within the original fifteen (15) minutes will not receive a second fifteen (15) minutes guarantee unless the second telephone call extends beyond the initial fifteen (15) minute period, in which case an additional fifteen (15) minute period is paid.
- (c) The hospital agrees that standby will be distributed on an equitable basis among the qualified nurses who normally perform the work.

The on-call/standby nurse will be utilized to cover emergencies during off hours and will only be utilized to staff on a unit as a last resort, where the Hospital is otherwise unable to secure adequate staffing for a unit.

- (d) Where the nurse is called into work from standby to provide patient care, the Hospital will not require the nurse to return to regular duties at the

hospital without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for the full shift.

16.08 The regular straight time hourly rate for a full-time or part-time nurse will be the hourly rate in the wage schedule set forth in Article 20.01 (a).

16.09 Lieu Time for Overtime

Where a full-time and regular part-time nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is 1½, then time off shall be at 1½ times). Where a nurse chooses equivalent time off such time off must be taken as set out below, or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s working overtime in excess of their average weekly hours referred to in Article 15.01(c) which have been authorized in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.

Nurses will be allowed to accumulate lieu time off for overtime worked up to a maximum of one hundred and fifty (150) hours. If accumulated time is not taken, nurses will be automatically paid at appropriate rates for all hours in excess of one hundred.

16.10 Shift Premium

(a) A nurse shall be paid a shift premium of one dollar and forty cents (\$1.40) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and sixty-five (\$1.65) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed 2 hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night shift and an evening shift for the purpose of this article are:

Evenings	1600 hours to 2400 hours
Nights	2400 hours to 0800 hours

(b) Effective April 1, 2009, a nurse shall be paid a shift premium of one dollar and seventy cents (\$1.70) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and five cents (\$2.05) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed 2 hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night shift and an evening shift for the purpose of this article are:

Evenings	1600 hours to 2400 hours
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Nights 2400 hours to 0800 hours

- (c) Effective April 1, 2010, a nurse shall be paid a shift premium of one dollar and eighty-five cents (\$1.85) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty-five cents (\$2.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed 2 hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and evening shift each consist of 7.5 hours. The defined hours of a night shift and no evening shift for the purpose of this article are:

Evenings 1600 hours to 2400 hours

Nights 2400 hours to 0800 hours

## 16.11

### Ambulance Escort

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where a nurse performs such duties during the nurse's regular shift, the nurse shall be paid the nurse's regular rate of pay.
- (b) Where a nurse performs such duties outside the nurse's regular shift or on a day off, the nurse shall be paid the appropriate overtime rate.
- (c) Where such duties extend beyond the nurse's regular shift, the Hospital will not require a nurse to return to regular duties at the Hospital without at least 8 hours of time off. Where such time off extends into the nurse's next regularly scheduled shift the nurse will maintain the nurse's regular earnings for that full shift.
- (d) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other location agreed upon between the Hospital and the nurse will be paid at the straight time or at appropriate overtime rates, if applicable under Article 16.01. It is understood that the nurse shall return to the Hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- (e) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.
- (f) When a nurse is required for a medivac the Supervisor shall request a nurse who is off duty to provide this service first. If the escort cannot be provided by an off duty nurse, the Supervisor will delegate a staff member who is on duty to provide this service.

16.12 Transportation Allowance

When a nurse is required to travel to the Hospital or to return to the nurse's home as a result of reporting to or off work between the hours of 2400 and 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of thirty cents (\$.30) per kilometre as per Hospital policy. The nurse will provide the Hospital satisfactory proof of payment of such taxi fare.

16.13 Second Consecutive Shift Allowance

A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal. Other nurses required to work more than 2 hours overtime on the same day they have worked a full tour shall, after the 2 hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.

16.14 Weekend Premium

- (a) A nurse shall be paid a weekend premium of one dollar and eighty cents (\$1.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 16.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive premium under this provision.
- (b) Effective April 1, 2009, a nurse shall be paid a weekend premium of two dollars and twenty cents (\$2.20) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 16.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive premium under this provision.
- (c) Effective April 1, 2010, a nurse shall be paid a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 16.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive premium under this provision.

**ARTICLE 17 - DESIGNATED HOLIDAYS**

- 17.01 A nurse who otherwise qualifies under Article 17.02 hereunder shall receive 12 paid holidays as follows:

New Year's Day	Family Day – 3 <sup>rd</sup> Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day – July 1
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

In the event that the Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to local determination and such designation shall not add to the present number of holidays.

17.02 In order to qualify for pay for a holiday, a full-time nurse shall complete the nurse's full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which the nurse may otherwise have been entitled unless the nurse was scheduled to work that day. A nurse receiving Workplace Safety and Insurance Board Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety and Insurance Board Benefits and the holiday pay.

17.03 Holiday pay will be computed on the basis of the full-time nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01(a).

17.04 Subject to Article 17.02:

- (a) where a holiday falls during a full-time nurse's scheduled vacation period, the nurse's vacation shall be extended by one day unless the nurse and the Hospital agree to schedule a different day off with pay.
- (b) where a holiday falls on a full-time nurse's scheduled day off an additional day off with pay will be scheduled.

17.05 (a) A full-time nurse required to work on any of the foregoing holidays shall be paid at the rate of 1½ the nurse's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 17.04. In addition, the nurse will receive a lieu day off with pay in the amount of the

nurse's regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01(a).

- (b) If a regular part-time nurse works on any of the holidays listed in Article 17.01 of this Agreement, the nurse shall be paid at the rate of 1½ the nurse's regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 16.04 regarding hours worked in addition to the nurse's full tour.
- (c) Full-time nurses on extended tours shall receive 12 lieu days off to consist of 7.5 hours each.

17.06 Where a full-time nurse is entitled to a lieu day under Article 17.04 or 17.05 above, such day must be taken off as set out below, or payment shall be made in accordance with Article 17.03.

A full-time nurse may accumulate lieu days and use them in conjunction with leave of absence and/or annual vacation as long as the operation of the Hospital is not disrupted. Lieu days shall be scheduled by mutual agreement of the nurse and the nurse's immediate supervisor provided that the nurse may take the lieu day up to 30 days prior to the holiday. In this event, the Hospital may withhold pay for the lieu day until the day of the holiday.

17.07 The Hospital shall equitably distribute work on paid holidays among nurses considering patient needs as well as availability and mix of staff.

## **ARTICLE 18 - VACATIONS**

18.01 All full-time nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) nurses who have completed less than 1 year of full-time continuous service as of the nurse's anniversary date, shall be entitled to a vacation on the basis of 1.58 days (11.85 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) nurses who have completed 1 or more years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 4 weeks vacation with 4 weeks pay (150 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) nurses who have completed nine (9) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their thirteenth (13<sup>th</sup>) year of service.

Effective April 1, 2010, clause (c) shall read:

nurses who have completed eight (8) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their twelfth (12<sup>th</sup>) year of service.

- (d) nurses who have completed thirteen (13) years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 5 weeks with 5 weeks pay (187.5 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

Effective April 1, 2010, clause (d) shall read:

Nurses who have completed twelve (12) years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 5 weeks with 5 weeks pay (187.5 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (e) nurses who have completed seventeen (17) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their twenty-first (21<sup>st</sup>) year of service.

Effective April 1, 2009, clause (e) shall read:

nurses who have completed sixteen (16) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their twentieth (20<sup>th</sup>) year of service.

- (f) nurses who have completed twenty-one (21) years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 6 weeks with 6 weeks pay (225 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

Effective April 1, 2009, clause (f) shall read:

Nurses who have completed twenty (20) years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 6 weeks with 6 weeks pay (225 hours of pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (g) Effective the current vacation year, employees who have completed twenty-eight (28) years or more of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of seven

(7) weeks' with seven (7) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (h) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

2 week entitlement	-	4%
3 week entitlement	-	6%
4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%
7 week entitlement	-	14%

- 18.02 A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the date of the nurse's separation, it being understood and agreed that the nurse will provide at least two weeks' notice of termination.

Notwithstanding the above, due to the remote locations, a nurse shall provide four weeks or more notice of termination.

- 18.03 For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after 23 October, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal 1 year of full-time service and vice-versa.

- 18.04
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 13.05.
  - (e) The portion of the nurse's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

18.05 Part-time Vacation Entitlement

All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the following schedule, of their gross earnings in the preceding year. If a nurse work or receives paid leave for less than 1100 hours in the vacation year, the nurse will receive vacation pay based on a percentage of the nurse's gross salary for work performed on the following basis:

6% - 3 week entitlement for part-time nurses who have completed less than 1500 hours of continuous service

8% - 4 week entitlement for part-time nurses who have completed 1500 hours or more of continuous service

10% - 5 week entitlement for part-time nurses who have completed 19,500 hours or more of continuous service

Effective April 1, 2010, 10% - 5 week entitlement for part-time nurses who have completed 13,000 hours or more of continuous service

12% - 6 week entitlement for part-time nurses who have completed 34,500 hours or more of continuous service

Effective April 1, 2009, 9% - 6 week entitlement for part-time nurses who have completed 33,000 hours or more of continuous service

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable.

NOTE: the adjustment in Article 18.05 occurs on 1 June, 1993.

- 18.06 Vacation lists shall be posted at each location on 15 January of each year. Each nurse shall indicate the nurse's preference on or before 28 February of each year. The list shall be finalized, authorized and reposted by 1 April of the same year. In the event of conflict, seniority shall govern with respect to the initial scheduling of vacation periods.
- 18.07 Vacations may be taken at any time of the year.
- 18.08 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 18.09 Weekends shall be scheduled off before or after vacation.
- 18.10 When a husband and wife work in the same institution, they may take their holiday at the same time; their period of vacation shall however be that of the spouse having the least seniority.
- 18.11 During vacation, no charge shall be made for a nurse's board privileges.

- 18.12 Vacation pay shall be remitted to the nurse at the same time as the pay preceding the nurse's departure on vacation, provided the nurse makes such request at least two weeks in advance.
- 18.13 Vacations must be taken in blocks of one week unless mutually agreed otherwise, which agreement shall not be unreasonably withheld.
- 18.14 Full-time nurse teachers shall be entitled to one additional week of vacation with pay which shall be taken at either the Spring Break or the Christmas Break.

#### **ARTICLE 19 - HEALTH AND WELFARE BENEFITS - FULL-TIME**

19.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time nurses in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the existing Liberty Health Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$22.50 (single) or \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (effective January 29, 2010 maximum \$500/person) and vision care (effective January 29, 2010 maximum \$250 every 24 months, effective April 1, 2010 maximum \$300 every 24 months), one eye exam every twenty-four (24) months; Chiropractic, massage therapy and physiotherapy (effective January 29, 2010 maximum of \$350/person annually for each service); and Drug Formulary 3.

Reimbursement for prescribed bed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic drug, unless there is documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (d) The Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment

in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

(e) Hospitals of Ontario Voluntary Life Insurance Plan

The Hospital also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurses subject to the provisions of the HOOVLIP at no cost to the Hospital.

- (f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 coinsurance to one thousand dollars (\$1,000) maximum per person annually. Blue Cross Rider #4 (Crowns, bridge work and repairs to same) at 50/50 coinsurance to fifteen hundred (\$1,500) maximum per person annually; and orthodontics 50/50 co-insurance with two thousand (\$2000) maximum per insured lifetime, providing the balance of the monthly premiums are paid by the nurses through payroll deductions.

(g) Benefits Age 65 and Older

Semi-private hospital insurance, extended health and dental benefits will be extended to active full-time nurses from the age of sixty-five (65) and up to the nurse's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

- (h) For purposes of health and welfare benefits under Article 19.01, dependent coverage is available to the nurse, to cover the nurse's same sex partner and their dependants, in accordance with the terms and conditions of the plan.
- (i) For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the part-time employee has over 450 hours worked. Where the nurse has not worked more than 450 hours, she/he will be given credit for those hours worked from date of hire.
- (j) The Hospital will provide to all employees who retire on or after January 1, 2002 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

- (k) The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 19. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums. Any part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

19.02 For newly hired nurses, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

19.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least 60 days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits by the existing and new carrier plans. When the Hospital is made aware, the Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

19.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

19.05 The Hospital shall continue to pay the premiums for benefit plans under Article 14 and 19 for nurses who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided under Article 12.04.

Such payment shall also continue while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.

Nurses who are on layoff may continue to participate in benefits plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

NOTE: For clarification, "retirees" includes nurses who were on sick leave, LTD or WSIB prior to receipt of pension permanent disability benefits.

- 19.06 (a) The Hospital shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.05 inclusive and the Sick Leave/LTD Plan defined in Article 14.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.05 inclusive and the LTD plan defined in Article 14.

19.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses' share of the employer's Employment Insurance Premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement. The Hospital shall indicate, annually, to the local Union how it has allocated the rebate.

19.08 Part-time Nurses Only

The Hospital agrees that part-time nurses may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that an individual Hospital's systems can accommodate this. The ONA sponsored benefit plan will provide the Hospital with an administrative rebate, if any.

The Employer will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstance, the employee is responsible for making the full payment to the ONA sponsored benefit plan.

The Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

The parties agree to give the Hospital appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Union and the part-time nurses. The Hospital will facilitate access to part-time nurses by providing available benefit literature and other communications as appropriate.

## ARTICLE 20 - MISCELLANEOUS

20.01 Collective Agreement and Printing

Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Hospital and the local Union.

20.02 Change of Address

It shall be the duty of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to

reach such a nurse. A nurse shall notify the Hospital of any change to the nurse's telephone number.

20.03 Medical Examinations and Tests

Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The nurse may choose the nurse's personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

20.04 Current provisions in the Collective Agreement relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.

20.05 Changes to Rules or Policies

Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.

20.06 Bulletin Board

The Hospital will provide a bulletin board at each location for the posting of notices related to Union business. Such notices must be submitted to the Administrator for approval prior to posting and the Administrator's approval shall not be unreasonably withheld.

20.07 Access to Internet for Education

The Employer will allow nurses access to designated computer(s) with Internet capabilities at each site to allow continuous education to occur in accordance with Hospital Policy 2-20.

20.08 Within fourteen (14) days of a written request from the nurse, the Hospital will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Hospital.

**ARTICLE 21 - COMPENSATION**

21.01 (a) Salary Rates

The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses shall be as follows:

Classification - Registered Nurse

REGISTERED NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	27.67	28.50	29.36
1 YEAR	28.08	28.92	29.79
2 YEARS	28.55	29.41	30.29
3 YEARS	29.95	30.85	31.78
4 YEARS	31.37	32.31	33.28
5 YEARS	33.14	34.13	35.15
6 YEARS	34.91	35.96	37.04
7 YEARS	36.71	37.81	38.94
8 YEARS	39.31	40.49	41.70
25 YEARS	40.00	41.20	42.44

Retroactivity to be paid within four (4) pay periods from the date of signing. Retroactivity will be paid by separate cheque, if available. If not by separate cheque, the income tax rate will be equivalent as if separate cheques were issued.

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is 9%.

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

21.02 Salary Rate on Certification

A nurse in the employ of the Hospital who holds a Temporary or Provisional Certificate as a registered nurse and who obtains her or his General Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her/his General Certificate of Registration to the Director of Nursing or her/his designate, or to the date of last hire whichever is later.

21.03 Proof of Certification

A Registered Nurse is required to present to the Assistant Executive Director, Patient Care or designate on or before 15 February of each year evidence that the nurse's Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that the nurse's Certificate of Registration has been reinstated, the nurse shall be reinstated to the nurse's position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

21.04 (a) Salary Rate on Promotion

A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain the nurse's service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status to Registered Nurse when a nurse who holds a Temporary Certificate of Registration obtains her/his General Certificate of Registration. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes the nurse's experience level on the other grid.

- (b) i) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of 1 full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of \$1.40 per hour for such duty in addition to the nurse's regular salary. The Hospital agrees that it

will not make work assignments which will violate the purpose and intent of this provision.

- ii) Any registered nurse in the Acting Director of Patient Care position for more than 20 consecutive days, will be paid at the rate of three dollars (\$3.00) per hour for all regular hours worked. In all other circumstances, pay will be at the rate of two dollars (\$2.00) per hour for all regular hours worked. Only one registered nurse can be appointed Acting Director of Patient Care for that period of time that the Director of Patient Care is away.
- (c) A nurse who holds a Temporary Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.

(d) Group, Unit or Team Leader

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the nurse shall be paid a premium of one dollar and thirty cents (\$1.30) per hour in addition to the nurse's regular salary and applicable premium allowance.

21.05 Previous Clinical Experience

Claim for related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Hospital by providing verification of previous experience so that the nurse's related clinical experience may be determined and evaluated during the nurse's probationary period. Having established the related clinical experience, the Hospital will credit a new nurse with 1 annual service increment for each year of experience up to a maximum of the salary grid.

If a period of more than 2 years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. For full-time nurses, the Hospital shall give effect to part-time nursing experience and for part-time nurses the Hospital shall give effect to full-time nursing experience.

NOTE: For greater clarity, related nursing experience includes recent related nursing experience out of province and out of country.

21.06 Salary Advancement

- (a) Each full-time nurse will be advanced from the nurse's present level to the next level set out in the Salary Schedule, 12 months after the nurse was last advanced on the nurse's service review date. If a nurse's absence without pay from the Hospital exceeds 30 continuous calendar days during each 12 month period, the nurse's service review date will be

extended by the length of such absence in excess of 30 continuous calendar days.

- (b) Each part-time nurse will be advanced from the nurse's present level to the next level set out in the salary schedule after 1500 hours worked at the present level. In accordance with the provisions of Article 12.03 and 12.04.

#### 21.07 Salary Rate on Change in Status

A part-time nurse whose status is altered to full-time will assume the nurse's same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume the nurse's same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of the nurse's last advancement.

#### 21.08 New Classifications

- (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile and salary scale of the classification. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within 7 calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

Any change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- (b) Special Classification

If a nurse becomes disabled with the result that the nurse is unable to carry out the regular functions of the nurse's position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.

21.09 Education Allowance

(a) In addition to the nurse’s salary, a full-time nurse shall receive the following monthly education allowances:

CHA/CNA Nursing Unit Extension or 6 month Post Graduate Course	\$15.00/month
1 year University Diploma	\$40.00/month
Baccalaureate Degree	\$80.00/month
Masters Degree	\$120.00/month

(b) Part-time nurses shall receive the above amounts on a pro-rata hourly basis.

Any increase in the education Allowance to part-time nurses shall be effective 26 September, 1996.

21.10 Northern Allowance

(a) Full-time nurses will be paid an annual northern allowance as set out below:

Moosonee	\$4,032.00
Fort Albany	\$5,145.00
Attawapiskat	\$5,517.00

Effective January 1, 2010, the northern allowance will be adjusted and will be paid as set out below:

Moosonee	\$4,672.00
Fort Albany	\$4,745.00
Attawapiskat	\$5,117.00

(b) Part-time nurses shall receive the above amounts on a pro-rata hourly basis.

21.11 Residence Rates at Attawapiskat, Fort Albany and Moosonee

Effective January 1, 2010, the Hospital will provide housing at no cost to bargaining unit members who are working in and/or out of the Hospital’s sites in Fort Albany and Attawapiskat. Housing pursuant to this Article will be provided for and administered in the same manner as is the current practice in Fort Albany and Attawapiskat, subject to the fact that there will be no rent paid for this housing by the affected bargaining unit members.

The residence rates at Moosonee are as follows:

Old Residences – Moosonee – Status Quo

New Residences/Apartment – Moosonee

1 bedroom apartment - \$416.16/month including utilities

2 bedroom apartment - \$450.46/month including utilities  
 3 bedroom apartment - \$507.63/month including utilities  
 2 bedroom house - \$565.93/month including utilities  
 3 bedroom house - \$565.93/month including utilities

The parties agree that rental rate changes will only be allowed and pursued at bargaining.

#### 21.12 Paid Travel

Every nurse is entitled to travelling time during the nurse's vacation provided that the nurse uses (five) 5 vacation days in conjunction with the travelling time.

For full-time nurses: Travelling time to mean - two (2) working days both ways for a total of four (4) days travel leave.

For part-time nurses: Travelling time to mean one (1) working day both ways for a total of two (2) days travel leave.

#### 21.13 Relocation

The following provision applies to both full-time and part-time nurses.

- (a) Nurses hired from outside the area where they will be required for duty will be reimbursed for the airfare for themselves and their dependants from their point of hiring to their place of duty up to a maximum of the equivalent of a regular airfare from Toronto to their place of duty.
- (b) The cost of excess luggage over the amount normally allowed by the airlines will not be reimbursed.
- (c) The Hospital will reimburse the nurse for the cost of shipping a maximum of 1,000 pounds for full-time employees and 500 pounds for part-time employees of personal effects up to a maximum of what the current cost would be to ship the same weight from Toronto to their place of duty by air.
- (d) Upon termination of the employment of the nurse after twelve months of employment, the Hospital will reimburse or absorb the cost of shipping 1,000 pounds for full-time employees and 500 pounds for part-time employees of personal effects to the place requested by the nurse up to a maximum of what the current cost would be to ship the same weight from the nurse's departure point to Toronto by air.
- (e) Time spent travelling to perform a job assignment or to attend courses at the request of the employer constitutes work for the purposes of entitlement to pay, including overtime where the travel takes place outside regular hours.
- (f) Full-time nurses will be paid to an annual freight allowance as set out below, on their anniversary date:

Moosonee	-	\$275.00 /year
Fort Albany	-	\$350.00 /year
Attawapiskat	-	\$425.00 /year

## 21.14

Turnaround Travel

- (a) Full-time nurses will receive a semi-annual travel benefit from the Hospital that is equivalent to the regular return airfare from their place of employment to Toronto two (2) times per year for the purpose of annual vacation or employment leave. The airfare will be determined through Air Creebec Inc. current rates and will include not only the nurse but also the nurse's family (i.e. spouse and dependants).
- i) In order to be considered a dependant, the employee will be required to complete a Declaration of Dependants, available from the Hospital, identifying that the claimed spouse and dependants are indeed that employee's dependants. The employee will also be required to submit proof of marriage (ie: marriage certificate) or declaration in the case of a common-law relationship, and birth certificates for each dependant in order to qualify for the benefit for those dependants.
- ii) all dependants must reside in the same residence as the employee and be totally dependant upon the employee.
- iii) the only exception to (ii) above would be a dependant who may be in another centre for education purposes but is still totally dependant upon the employee.
- (b) Full-time nurses, in the first year of employment, may take this benefit after 6 months of employment but if they terminate prior to completing 12 months of service, the said benefit will be deducted from the nurse's last cheque.
- (c) Full-time nurses terminating their employment after 12 full months will have the cost of travel reimbursed by the Hospital up to a maximum of the current airfare from their place of duty to Toronto.
- (d) Full-time nurses terminating their employment prior to 6 full months will not be eligible for any travel benefits mentioned in this Article including the reimbursement for shipping out their personal effects.
- (e) Full-time personnel will only be eligible for travel benefits two (2) times for each 12 months of service or multiple thereof, whether it be for vacation, employment leave or for termination.
- (f) If the policy of the Hospital was to extend Turnaround Travel benefits to part-time nurses then this practice shall continue.

21.15      Retention Incentive

Full-time nurses who provide 12 full months of continuous service to James Bay General Hospital will receive an annual retention incentive of four thousand dollars (\$4,000.00) after the first complete year of service; five thousand dollars (\$5,000.00) after the second complete year of service and six thousand dollars (\$6,000.00) after the third complete year of service and seven thousand dollars for each complete year of service thereafter.

Part-time nurses who provide 1500 hours of continuous service to James Bay General Hospital will receive a retention incentive of \$2,500.00 for each 1500 hours.

This retention incentive accumulation begins 1 April, 1991 for all nurses who were full-time employees at that time. For full-time employees hired after 1 April, 1991, the incentive will be paid on completion of 12 full months of continuous service. For part-time nurses the accumulation begins on 26 September, 1996.

**ARTICLE 22 - JOB SHARING**

22.01      Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position.

If the Hospital and the Union agree to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined locally.

Once the Hospital has determined that a vacancy exists and the Hospital and the Union have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article 12.06.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

**ARTICLE 23 - DURATION**

23.01      This Agreement shall continue in effect until 31 March, 2011 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

23.02      Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of 90 days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

- 23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 30 days after the giving of notice, if requested to do so.
- 23.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.
- 23.05 All provisions except the general wage increase are effective date of ratification. Retroactivity will be paid on the basis of hours paid within full pay periods (approximately 8 weeks) of the date of ratification. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on such retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

## **ARTICLE 24 – VIOLENCE IN THE WORKPLACE**

### 24.01 (a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

### (b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the employer agrees to consult with the Union.

### (c) Notification to the Union

The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Union as soon as possible.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

(e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

(f) Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

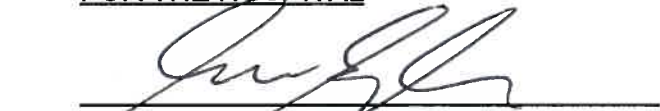

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(h) Damage to Personal Property


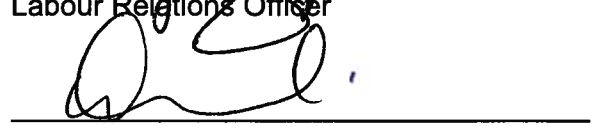
The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

DATED AT MOOSONEE, ONTARIO THIS 10<sup>th</sup> DAY OF May, 2010.

FOR THE HOSPITAL

  
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FOR THE UNION

  
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Labour Relations Officer  
  
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**APPENDIX 1**

**GRIEVANCE FORM**

**APPENDIX 2****LIST OF PROFESSIONAL RESPONSIBILITY****ASSESSMENT COMMITTEE - CHAIRPERSONS**

1. Ms. Joan Edwards  
Special Advisory Nursing Services  
First Nations and Inuit Health Branch  
1547 Merivale Road, 3<sup>rd</sup> Floor  
Nepean ON K2G 4V3
2. Claire Mallette  
Director of Nurses  
University Health Network  
200 Elizabeth Street  
Toronto ON M5G 2C4
3. June Duesburry-Porter  
390 Swanson Court  
Burlington ON L7R 4G6
4. Ann Frances Allen  
140 Airdrie Road  
Toronto ON M4G 1M5

**APPENDIX 3****WAGE SCHEDULE****CLASSIFICATION - REGISTERED NURSE**

<b>REGISTERED NURSE</b>			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	27.67	28.50	29.36
1 YEAR	28.08	28.92	29.79
2 YEARS	28.55	29.41	30.29
3 YEARS	29.95	30.85	31.78
4 YEARS	31.37	32.31	33.28
5 YEARS	33.14	34.13	35.15
6 YEARS	34.91	35.96	37.04
7 YEARS	36.71	37.81	38.94
8 YEARS	39.31	40.49	41.70
25 YEARS	40.00	41.20	42.44

**CLASSIFICATION - TEMPORARY REGISTRATION**

Pay scales for Graduate Nurses shall be 96% of the Registered Nurse rates at the start rate and one year rate, as set out below:

<b>TEMPORARY REGISTRATION</b>			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	26.58	27.37	28.20
1 YEAR	26.96	27.77	28.60

<b>MENTAL HEALTH REGIONAL CLINIC TEAM LEADER</b>			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	29.61	30.50	31.42
1 YEAR	30.05	30.95	31.88
2 YEARS	30.54	31.46	32.40
3 YEARS	32.04	33.00	33.99
4 YEARS	33.58	34.58	35.62
5 YEARS	34.43	35.47	36.53
6 YEARS	37.36	38.48	39.63
7 YEARS	38.12	39.26	40.44
8 YEARS	42.05	43.32	44.61
25 YEARS	42.80	44.08	45.40

CLINICAL COORDINATOR/PATIENT CRE COORDINATOR/STAFF EDUCATOR			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	32.27	33.23	34.23
1 YEAR	32.73	33.71	34.72
2 YEARS	33.22	34.21	35.24
3 YEARS	34.76	35.81	36.88
4 YEARS	36.37	37.47	38.59
5 YEARS	38.78	39.94	41.14
6 YEARS	40.36	41.57	42.82
7 YEARS	42.62	43.90	45.22
8 YEARS	45.36	46.72	48.12
25 YEARS	46.16	47.55	48.97

**APPENDIX 4**

**LETTER OF UNDERSTANDING**

Between:

JAMES BAY GENERAL HOSPITAL

And:

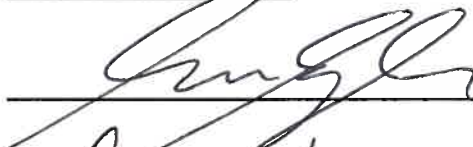

ONTARIO NURSES' ASSOCIATION

RE: Amalgamation


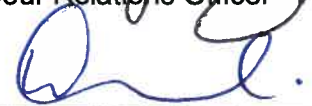
The Parties agree to refer to the next round of collective bargaining any negotiations on terms governing any proposal regarding amalgamation, merger, or transfer of Hospital functions to or from Weeneebayko Health Ahtuskaywin, including the implementation of the Guidelines for Employee Transfer Arrangements in Hospital Service Rationalization where the result falls within provincial jurisdiction.

DATED AT MOOSONEE, ONTARIO THIS 10th DAY OF May, 2010.

FOR THE HOSPITAL

  
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FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**APPENDIX 5****LETTER OF UNDERSTANDING**

Between:

JAMES BAY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

**RE: Mentorship Guidelines**

"Mentorship" is a new addition to the Hospital Collective Agreement, and is addressed in Article 11.09. These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

**Definition**

- Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.
- Mentorship involves a three-way arrangement between the hospital, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
  - time limited,
  - focused on goal achievement, and
  - unique to each mentorship experience.
- The hospital, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- Supervising the activities of students. Supervision of the activities of students is covered in Article 11.08.
- Providing guidance and advice to members of the multi-disciplinary health care team. Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.

- Orientation to the organization or general functioning of the unit. This may include activities such as:
  - WHIMIS training, the fire lecture, equipment location, generic hospital policies, introduction to staff and the general layout of the unit etc.
- The employer's historical use of titles or terms does not define a mentor for the purposes of Article 11.08. We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 11.08.

#### Key Elements

- A mentorship relationship includes the nurse doing the mentoring to:
  - plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
  - assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
  - assist the nurse being mentored to effectively meet patient care needs;
  - be responsible for the management of learning for the nurse being mentored;
  - participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
  - evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
- The Hospital will pay the nurse for doing this assigned responsibility [mentoring] a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.
- The Hospital will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

#### Implementation

- A Hospital may implement a mentorship relationship at any time during a nurse's employment when:
  - the nurse is experiencing difficulty in meeting standards of practice;
  - the nurse has a competency gap;
  - one-on-one management of the learning experience from an expert/experienced nurse will be of assistance.

Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Hospital determines that a nurse requires mentoring.

- ❑ The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.
- ❑ The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship.
- ❑ At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- ❑ The mentorship plan/arrangement for each mentoring relationship should be documented.

#### Evaluation

In addition to the evaluation of the effectiveness of specific mentorship arrangements in relation to pre-established goals and expectations:

- ❑ The Committee responsible for addressing professional development issues for nurses pursuant to Article 11.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the hospital.
- ❑ The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

Note: it is mutually understood that these guidelines are “without prejudice” to either parties’ position with respect to the role of a nurse whose job duties normally include responsibility for teaching and/or educating other nurses.

DATED AT MOOSONEE, ONTARIO THIS 10th DAY OF May, 2010.

FOR THE HOSPITAL

[Signature]  
[Signature]  
   
 

FOR THE UNION

[Signature]  
Labour Relations Officer  
[Signature]

**APPENDIX 6**

**PROFESSIONAL RESPONSIBILITY FORM**

**APPENDIX 7**

**LETTER OF UNDERSTANDING**

Between:

JAMES BAY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

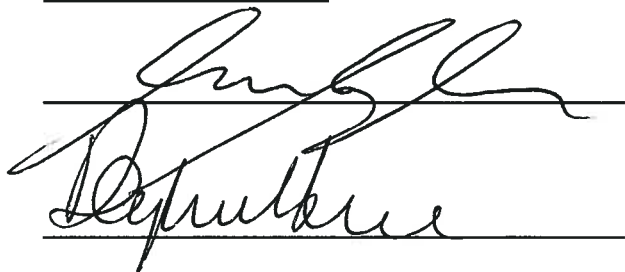
RE: Quality of Life Issues

The parties agree that recruitment and retention issues are of the utmost importance to recruiting and retaining staff and in the quality of work life with the James Bay General Hospital.


There are issues that need to be discussed with regards to recruitment and retention. The Parties agree that the Hospital Association Committee shall be the committee to address recruitment and retention issues, make recommendations to the Hospital and to implement plans of action, where possible. Issues regarding specific items (i.e. housing) will be brought forward by the employee, in writing, first to their respective Wing Director with a copy to Union Representative on site. If a resolution is not achieved, issues will then be referred by the Employee, to the Assistant Executive Director of Finance and Administration for resolution.

DATED AT MOOSONEE, ONTARIO THIS 10<sup>th</sup> DAY OF May, 2010.

FOR THE HOSPITAL

  
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FOR THE UNION

  
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Labour Relations Officer  
  
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**APPENDIX 8**

**LETTER OF UNDERSTANDING**

**Between:**

**JAMES BAY GENERAL HOSPITAL**

**And:**

**ONTARIO NURSES' ASSOCIATION**


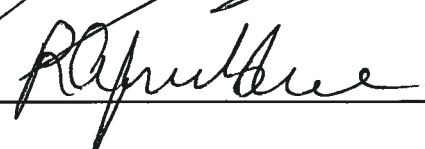
**RE: Nursing Skills Recognition**

The parties agree to the following:



When a nurse is certified and maintains certification in any additional nursing skills in the specified group, as outlined in Policy #A-8-I-10. The nurse will receive an additional fifty cents (\$.50) per hour per group. The certifications and additional skills training will be offered to staff within the first six (6) months of employment.

DATED AT MOOSONEE, ONTARIO THIS 10<sup>th</sup> DAY OF May, 2010.

**FOR THE HOSPITAL**

  
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**FOR THE UNION**

  
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Labour Relations Officer  
  
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**APPENDIX 9**

**LETTER OF UNDERSTANDING**

Between:

JAMES BAY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION



RE: Supernumerary Positions



The Employer agrees that it is not applying for the government funded Supernumerary Position at this time. The parties agree, that if in the future, the Employer applies for this funding, that the Letter of Understanding agreed to at ONA Central Hospital's 2006-2008 Albertyn Award, will immediately come into effect.

DATED AT MOOSONEE, ONTARIO THIS 16<sup>th</sup> DAY OF May, 2010.

FOR THE HOSPITAL

FOR THE UNION

  
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Labour Relations Officer  
  
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**APPENDIX 10**

**LETTER OF UNDERSTANDING**

Between:

JAMES BAY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: Central Hospitals Letter of Understanding

Agree to terms of Central Hospitals regarding the HOODIP redesign. (me too)

ONA agrees to establish a provincial working group with the Participating Hospitals consisting of at least five (5) representatives from each side to investigate sick leave utilization and the Hospitals' proposed changes to HOODIP with a view to addressing the Hospitals' concerns and to make recommendations to the parties on appropriate changes to be made to HOODIP.

The working group will have access to expertise and resources as appropriate.

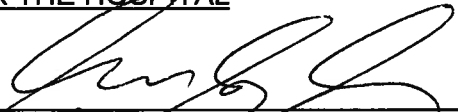

The working group will commence meeting within three (3) months of the date of the award.

The working group will arrange its activities in order to endeavour to arrive at recommendations for the parties in advance of the next round of negotiations or such longer period as the working group may agree.



The time spent by the ONA members on the working group will be deemed time worked and ONA members will be compensated at their regular straight time hourly rate. ONA members on the working group will be granted such time off as is deemed necessary to participate in the work.

DATED AT MOOSONEE, ONTARIO THIS 10th DAY OF May, 2010.

FOR THE HOSPITAL

  
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FOR THE UNION

  
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Labour Relations Officer  
  
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**APPENDIX 11**

**LETTER OF UNDERSTANDING**

Between:

JAMES BAY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: Education Allowance

The parties agree that education is a key component in ensuring quality of care and delivery of health services to our Northern communities. The practices and roles within the remote and isolated communities require that nurses possess a solid knowledge base for performance of their expected duties. In order to fulfil these requirements, the employer agrees to the following:


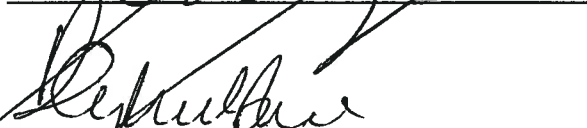
- a) The parties agree that the following additional skills training are important for all nurses:

- ACLS – Advanced Cardiac Life Support
  - TNCC – Trauma Nursing Core (Care) Curriculum (Course)
  - PALS – Paediatric Advanced Life Support/ or equivalent Emergency Triage training


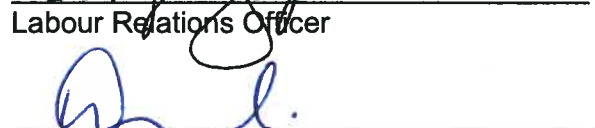
- b) The parties agree to meet to within the next six (6) months to develop a Letter of Understanding which will include the terms and conditions in obtaining these additional skills training, the time frames to which the educational certifications will be required by the nurse, and related compensation matters.

DATED AT MOOSONEE, ONTARIO THIS 10<sup>th</sup> DAY OF May, 2010.

FOR THE HOSPITAL

  
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FOR THE UNION

  
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 Labour Relations Officer  
  
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